

EXHIBIT A-4

Attachment 4 to D. Persinger Declaration

- Page 11

Signature and Acknowledgment

Your signature on the *MBLEx Application Form* or submission of your *Application* electronically means that you understand and agree to certain conditions as part of your application.

Specifically:

1. You acknowledge and agree to abide by all applicable FSMTB policies and procedures, including the consequences of noncompliance.
2. The information entered on or in connection with your application is accurate and correct to the best of your knowledge. If the information is not true or accurate, your application may be denied.
3. You authorize FSMTB to obtain additional information about your qualifications and application for testing.
4. You recognize that telling or sending others information about FSMTB exam questions or content can result not only in a denial to release examination scores but also in possible legal action against you.

- Page 14

Fraud, Cheating, and Forfeiture of Fees

In the event of a fraudulent application, submission of fraudulent documents, introduction of fraud at any point in the application process, or cheating on any FSMTB examination, FSMTB reserves the right to confiscate all fees to offset any administrative or legal costs associated with the investigation and/or adjudication of the case.

Confidentiality and Exam Security

The FSMTB requires you to maintain the confidentiality and security of the test questions on its examinations. All those who take the MBLEx are required to acknowledge that they understand and agree to the following:

- The examination is the exclusive property of the Federation of State Massage Therapy Boards.
- The FSMTB's examinations and the items contained therein are protected by United States copyright law.
- No part of an examination may be copied or reproduced or transmitted to any other person in part or in whole by any means whatsoever, including memorization.
- The theft or attempted theft of an examination, in whole or in part, is punishable as a felony.

Your participation in any irregularity occurring during the examination, such as giving or obtaining unauthorized information or aid, as evidenced by observation or subsequent statistical analysis, or any other examination irregularity, including but not limited to the failure to report any information about any irregularity or any suspected cheating, may be sufficient cause for FSMTB, at its sole discretion, to terminate your participation, invalidate the results of your examination, seek monetary compensation, or take other appropriate action.

Candidates who cheat or attempt to cheat on the examination, or who otherwise breach FSMTB's security policies and procedures, will have their exam scores cancelled, will forfeit all fees, may be barred from

reapplying to take the MBLEx, will be subject to all examination and fee requirements in place at the time they may choose to reapply, and may be subject to legal action.

Prohibited Items

Cell phone access is prohibited at any time while at the testing center, including during scheduled or unscheduled breaks.

Items that can NOT be taken into the testing room include but are not limited to:

Books, Briefcase, Calculator/Portable Computer, Calculator Watch, Camera, Photographic or Scanning Device, Cellular Phone, Cigarette/Tobacco Product, Container of any kind, Dictionary – electronic or paper, Earphone, Earplugs (unless provided by test center), Eyeglass Case, Food or Beverage, Handbag/Backpack/Hip Pack, Hat or Visor (except head coverings for religious reasons), Headsets or Audio Earmuffs (unless provided by test center), Jewelry – Pendant, Necklace or Large Earrings, Newspaper or Magazine, Non-Prescription Sunglasses, Notebook, Notes in any written form, Organizer/Day Planner, Outline, Pager/Beeper, Paper (unless provided by test center), Pen/Pencil (unless provided by test center), Pencil Sharpener, Personal Digital Assistant or Electronic Devices, Plastic Bag, Purse/Wallet, Radio/Transmitter/Receiver, Ruler/Slide Ruler, Study Material, Tape/Disk Recorder or Player, Umbrella, Watch, Weapon of any kind.

Lockers are provided at the test center to store a small number of personal belongings. It is the candidate's responsibility to surrender all items voluntarily, prior to testing. Any person possessing prohibited items in the examination room will not be allowed to continue their examination, will forfeit all fees, and may have examination scores invalidated.

- **Page 11**

Signature and Acknowledgment

Your signature on the *MBLEx Application Form* or submission of your *Application* electronically means that you understand and agree to certain conditions as part of your application. Specifically:

1. You acknowledge and agree to abide by all applicable FSMTB policies and procedures, including the consequences of noncompliance.
2. The information entered on or in connection with your application is accurate and correct to the best of your knowledge. If the information is not true or accurate, your application may be denied.
3. You authorize FSMTB to obtain additional information about your qualifications and application for testing.
4. You recognize that giving information about FSMTB exam questions or content to others can result not only in a denial to release examination scores, but also in possible legal action against you.

- **Page 15**

Fraud, Cheating, and Forgery of Fees

In the event of a fraudulent application, submission of fraudulent documents, introduction of fraud at any point in the application process, or cheating on any FSMTB examination, FSMTB reserves the right to confiscate all fees to offset any administrative or legal costs associated with the investigation and/or adjudication of the case.

The FSMTB requires you to maintain the confidentiality and security of the test questions on its examinations. All those who take the MBLEx are required to acknowledge that they understand and agree to the following:

- The examination is the exclusive property of the Federation of State Massage Therapy Boards.
- The FSMTB's examinations and the items contained therein are protected by United States copyright law.
- No part of an examination may be copied, reproduced or transmitted to any other person in part or in whole by any means whatsoever, including memorization.
- The theft or attempted theft of an examination, in whole or in part, is punishable as a felony.

Your participation in any irregularity occurring during the examination, such as giving or obtaining unauthorized information or aid, as evidenced by observation or subsequent statistical analysis, or any other examination irregularity, including but not limited to the failure to report any information about any irregularity or any suspected cheating, may be sufficient cause for FSMTB, at its sole discretion, to terminate your participation, invalidate the results of your examination, seek monetary compensation, or take other appropriate action.

Candidates who cheat or attempt to cheat on the examination, or who otherwise breach FSMTB's security policies and procedures, will have their exam scores invalidated, will forfeit all fees, be barred from reapplying to take the MBLEx for a period of 12 months, will be subject

to all examination and fee requirements in place at the time and may be subject to legal action.

Cell phone access is prohibited at any time while at the testing center, including during scheduled or unscheduled breaks.

Items that can NOT be taken into the testing room include but are not limited to:

Books, Bluetooth Device, Briefcase, Calculator/Portable Computer, Calculator Watch, Camera, Photographic or Scanning Device, Cellular Phone, Cigarette/Tobacco Product, Container of any kind, Dictionary – electronic or paper, Earphone, Earplugs (unless provided by test center), Eyeglass Case, Food or Beverage, Handbag/Backpack/Hip Pack, Hat or Visor (except head coverings for religious reasons), Headsets or Audio Earmuffs (unless provided by test center), Jewelry, – Pendant, Necklace or Large Earrings, Newspaper or Magazine, Non-Prescription Sunglasses, Notebook, Notes in any written form, Organizer/Day Planner, Outline, Pager/Beeper, Paper (unless provided by test center), Pen/Pencil (unless provided by test center), Pencil Sharpener, Personal Digital Assistant or Electronic Devices, Plastic Bag, Purse/Wallet, Radio/Transmitter/Receiver, Ruler/Slide Ruler, Study Material, Tape/Disk Recorder or Player, Umbrella, Watch, Weapon of any kind.

Lockers are provided at the test center to store a small number of personal belongings. It is the candidate's responsibility to surrender all items voluntarily, prior to testing. Any person possessing prohibited items in the examination will not be allowed to continue their examination, will forfeit all fees, and may have examination scores invalidated.

- **Page 11**

Signature and Acknowledgment

Your signature on the *MBLEx Application Form* or submission of your *Application* electronically means that you understand and agree to certain conditions as part of your application. Specifically:

1. You acknowledge and agree to abide by all applicable FSMTB policies and procedures, including the consequences of noncompliance
2. The information entered on or in connection with your application is accurate and correct to the best of your knowledge. If the information is not true or accurate, your application may be denied.
3. You authorize FSMTB to obtain additional information about your qualifications and application for testing.
4. You recognize that giving information about FSMTB exam questions or content to others can result not only in a denial to release examination scores, but also in possible legal action against you.

- **Page 15**

Fraud, Cheating, and Forfeiture of Fees

In the event of a fraudulent application, submission of fraudulent documents, introduction of fraud at any point in the application process, or cheating on any FSMTB examination, FSMTB reserves the right to confiscate all fees to offset any administrative or legal costs associated with the investigation and/or adjudication of the case.

Confidentiality and Exam Security

The FSMTB requires you to maintain the confidentiality and security of the test questions on its examinations. All those who take the MBLEx are required to acknowledge that they understand and agree to the following:

- The examination is the exclusive property of the Federation of State Massage Therapy Boards.
- The FSMTB's examinations and the items contained therein are protected by United States copyright law.
- No part of an examination may be copied, reproduced or transmitted to any other person in part or in whole by any means whatsoever, including memorization.
- The theft or attempted theft of an examination, in whole or in part, is punishable as a felony.

Your participation in any irregularity occurring during the examination, such as giving or obtaining unauthorized information or aid, as evidenced by observation or subsequent statistical analysis, or any other examination irregularity, including but not limited to the failure to report any information about any irregularity or any suspected cheating, may be sufficient cause for FSMTB, at its sole discretion, to terminate your participation, invalidate the results of your examination, seek monetary compensation, or take other appropriate action.

Candidates who cheat or attempt to cheat on the examination, or who otherwise breach FSMTB's security policies and procedures, will have their exam scores invalidated, will forfeit all fees, be barred from reapplying to take the MBLEx for a period of 12 months, will be subject to all examination and fee requirements in place at the time and may be subject to legal action.

Prohibited Items

Cell phone access is prohibited at any time while at the testing center, including during scheduled or unscheduled breaks.

Items that can NOT be taken into the testing room include but are not limited to:

Books, Bluetooth Device, Briefcase, Calculator/Portable Computer, Calculator Watch, Camera, Photographic or Scanning Device, Cellular Phone, Cigarette/Tobacco Product, Container of any kind, Dictionary – electronic or paper, Earphone, Earplugs (unless provided by test center), Eyeglass Case, Food or Beverage, Handbag/Backpack/Hip Pack, Hat or Visor (except head coverings for religious reasons), Headsets or Audio Earmuffs (unless provided by test center), Jewelry – Pendant, Necklace or Large Earrings, Newspaper or Magazine, Non-Prescription Sunglasses, Notebook, Notes in any written form, Organizer/Day Planner, Outline, Pager/Beeper, Paper (unless provided by test center), Pen/Pencil (unless provided by test center), Pencil Sharpener, Personal Digital Assistant or Electronic Devices, Plastic Bag, Purse/Wallet, Radio/Transmitter/Receiver, Ruler/Slide Ruler, Study Material, Tape/Disk Recorder or Player, Umbrella, Watch, Weapon of any kind.

Lockers are provided at the test center to store a small number of personal belongings. It is the candidate's responsibility to surrender all items voluntarily, prior to testing. Any person possessing prohibited items in the examination will not be allowed to continue their examination, will forfeit all fees, and may have examination scores invalidated.

- Page 13

Signature and Acknowledgment

Your signature on the *MBLEEx Application Form* or submission of your *Application* electronically means that you understand and agree to certain conditions as part of your application. Specifically:

1. You acknowledge and agree to abide by all applicable FSMTB policies and procedures, including the consequences of noncompliance.
2. You completed the application and the information entered on or in connection with your application is accurate and correct to the best of your knowledge. If the information is not true or accurate, your application may be denied.
3. You authorize FSMTB to obtain additional information about your qualifications and application for testing.
4. You acknowledge and agree that giving information about FSMTB exam questions or content to others can result not only in a denial to release examination results, invalidations of examination results, suspension from access to the MBLEEx and other FSMTB programs and services, but also in possible legal action against you.

FSMTB has provided a video explaining [examination security](#) which can be viewed at fsmtb.org. We strongly advise all candidates to make time to view the video prior to taking the examination.

- Page 17

Fraud, Cheating, and Forfeiture of Fees

In the event of a fraudulent application, submission of fraudulent documents, inaccuracies, misrepresentations or discrepancies, the introduction of fraud at any point in the application process, sharing exam content after your exam administration, advance access to exam content prior to your exam administration (cheating), or violation of any FSMTB and test site rules, policies or procedures, FSMTB reserves the right to confiscate all fees to offset any administrative or legal costs associated with the investigation and/or adjudication of the case.

Confidentiality and Exam Security

The FSMTB requires you to maintain the confidentiality and security of the test questions on its examinations. All those who take the MBLEx are required to acknowledge that they understand and agree to the following:

- The examination is the exclusive property of the Federation of State Massage Therapy Boards.
- The FSMTB's examinations and the items contained therein are protected by United States copyright law.
- No part of an examination may be copied, reproduced or transmitted to any other person in part or in whole by any means whatsoever, including memorization.
- The theft or attempted theft of an examination, in whole or in part, is punishable as a felony.

Your participation in any irregularity occurring before, during or after the examination, such as giving or obtaining unauthorized information or aid, as evidenced by observation or subsequent statistical analysis, or any other examination irregularity, including but not limited to the failure to report any information about any irregularity or any suspected cheating, may be sufficient cause for FSMTB, at its sole discretion, to terminate your participation, invalidate the results of your examination, seek monetary compensation, or take other appropriate action.

Unless otherwise informed, candidates who cheat or attempt to cheat on the examination, or who otherwise breach FSMTB's security policies and procedures, will have their exam results invalidated, will forfeit all fees, be barred from reapplying to take the MBLEx for a period of 12 months, will be subject to all examination and fee requirements in place at the time and may be subject to legal action.

Prohibited Items

Cell phone access is prohibited at any time while at the testing center.

Backpack or bag	Computers of any kind	Large jewelry of any kind	Radio transmitter or receiver
Beverage of any kind	Cup or container of any kind	Magazine	Recording device or player
Bluetooth devices of any kind	Digital scanning or imaging device, stick or pen	Notebook	Ruler or slide rule
Books or textbooks	Earplugs	Notes in any form	Study materials of any kind
Briefcase or other luggage	E-cigarettes or gum	Outline	Sunglasses
Calculator	Electronic device of any kind	Pager or beeper	Umbrella
Calendar, day planner, or other organizer	Electronic, printed or live translators	Paper of any kind	USB storage device
Camera of any kind	Eyeglasses case	Paper or electronic dictionary	Wallet or clutch
Car or house keys	Food or snacks of any kind	Pens, pencils, erasers	Watch of any kind
Cellphone or smart phone	Good luck charms	Pencil sharpener	Weapon of any kind, including pocket knife
Cigarettes or tobacco products	Hat, cap or visor	Plastic bag	
Coat, jacket, gloves	Headphones or earphones	Purse or handbag	

Lockers are provided at the test center to store a small number of personal belongings. It is the candidate's responsibility to surrender all items voluntarily, prior to testing. Any person possessing prohibited items or accessing lockers during the examination, whether inside or outside of the testing room, will not be allowed to continue their examination, will forfeit all fees, and will receive a failing result due to an incomplete examination.

- Page 11

Signature and Acknowledgment

Your signature on the *MBLEx Application Form* or submission of your *Application* electronically means that you understand and agree to certain conditions as part of your application. Specifically:

1. You acknowledge and agree to abide by all examination FSMTB policies and procedures, including the consequences of noncompliance.
2. You attest that you personally completed the application and the information contained in the application or in connection with your application is true and accurate. If it is determined by FSMTB that any information provided to FSMTB regarding your application is not true, falsified, or inaccurate, your application may be denied or your exam result may be invalidated.
3. You authorize FSMTB to obtain additional information about your qualifications and application for testing.
4. You acknowledge and agree that giving information about FSMTB exam questions or content to others by any means (oral, written, electronic or otherwise) in whole or in part, can result not only in a denial to release examination results, invalidations of examination results, suspension from access to the MBLEx and other FSMTB programs and services, but also in possible legal action against you.

FSMTB has provided a video explaining examination security which can be viewed at fsmtb.org. We strongly advise all candidates to make time to view the video prior to taking the examination.

- Page 13

Fraud and Exam Irregularities

In the event of a fraudulent application, submission of fraudulent documents, inaccuracies, misrepresentations or discrepancies, the introduction of fraud at any point in the application process, sharing exam content after your exam administration, advance access to exam content prior to your exam administration (exam irregularities), or violation of any FSMTB and test site rules, policies or procedures, FSMTB reserves the right to impose fees to offset any administrative or legal costs associated with the investigation and/or adjudication of the case.

Confidentiality and Exam Security

The FSMTB requires you to maintain the confidentiality and security of the test questions on its examinations. By applying for and/or taking the MBLEx, you are agreeing to maintain the confidentiality and security of the test questions, answer choices and content of the exam. All those who take the MBLEx are required to acknowledge that they understand and agree to the following:

- The examination is the exclusive property of the Federation of State Massage Therapy Boards.
- The FSMTB's examinations and the items contained therein are protected by United States copyright law.
- No part of an examination may be copied, reproduced or transmitted to any other person in part or in whole by any means whatsoever, including memorization.
- The theft or attempted theft of an examination, in part or in whole, is punishable as a felony.
- Copying, reproducing, memorizing or otherwise transmitting by any means (oral, written, electronic or otherwise) any exam content in whole or in part, is forbidden.

Your participation in any irregularity occurring before, during or after the examination, such as giving or obtaining unauthorized information or aid, as evidenced by observation or subsequent statistical analysis, or any other examination irregularity, including but not limited to the failure to report any information about any irregularity or any suspected irregularity, may be sufficient cause for FSMTB, at its sole discretion, to terminate your participation, invalidate the results of your examination, seek monetary compensation, or take other appropriate action.

Prohibited Items

Cell phone access is prohibited at any time while at the test center.

Items that can NOT be taken into the testing room include but are not limited to:

Backpack or bag	Computers of any kind	Large jewelry of any kind	Radio transmitter or receiver
Beverage of any kind	Cup or container of any kind	Magazine	Recording device or player
Bluetooth devices of any kind	Digital scanning or imaging device, stick or pen	Notebook	Ruler or slide rule
Books or textbooks	Earplugs	Notes in any form	Study materials of any kind
Briefcase or other luggage	E-cigarettes or gum	Outline	Sunglasses
Calculator	Electronic device of any kind	Pager or beeper	Umbrella
Calendar, day planner, or other organizer	Electronic, printed or live translators	Paper of any kind	USB storage device
Camera of any kind	Eyeglasses case	Paper or electronic dictionary	Wallet or clutch
Car or house keys	Food or snacks of any kind	Pens, pencils, erasers	Watch of any kind
Cellphone or smart phone	Good luck charms	Pencil sharpener	Weapon of any kind, including pocket knife
Cigarettes or tobacco products	Hat, cap, visor or head covering	Plastic bag	
Coat, jacket, gloves	Headphones or earphones	Purse or handbag	

Lockers are provided at the test center to store a small number of personal belongings. It is the candidate's responsibility to surrender all items voluntarily, prior to testing. FSMTB is not responsible for any items that are lost or stolen at the test center. Any person possessing prohibited items or accessing lockers during the examination, whether inside or outside of the testing room, will not be allowed to continue their examination and will receive a failing result due to an incomplete examination. FSMTB reserves the right to confiscate any prohibited item.